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c Pr5 City of Peterborough Act, 1984

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CHAPTER Pr5

An Act respecting the City of Peterborough

Assented to May 1st, 1984

Whereas The Corporation of the City of Peterborough hereby represents that it desires to acquire title to the property situate in the City of Peterborough known as R. A. Morrow Memorial Park; that the said property, by deed dated the 3rd day of January, 1938 and registered in the land registry office for the Registry Division of the County of Peterborough on the 15th day of January, 1938 as instrument number 10420, was conveyed to certain trustees and their successors upon the trusts and terms expressed in the deed; that part of the property described in the trust deed was conveyed to the Corporation, as authorized by *The City of Peterborough Act, 1954* (No. 2); that under the trust deed, the Peterborough Industrial Society and its successors were to enjoy the use of the lands for the purpose of an industrial and agricultural exhibition grounds and, if the Society or its successors ceased to use the property for such purposes, the Corporation was to receive the enjoyment of the use of the property for the purpose of a public park; that the Society, now known as The Peterborough Agricultural Society, used, and continues to use, the property as an exhibition grounds; that the Society, the Corporation and the trustees of the R. A. Morrow Memorial Park Trust believe that it would be in the best interest of the Society and the Corporation that the property be conveyed to the Corporation to be used for park and recreational purposes and to be used by the Society as an exhibition grounds for an annual exhibition and for other purposes; that the Society, the Corporation and the trustees, by an agreement dated the 15th day of August, 1983 expressed their desire and consent with respect to the said conveyance, subject to the terms and conditions set out in the agreement; that the original trust provided that if the property was not used by the Society or the Corporation as heretofore set out, the property was to revert to the grantor, Harold Archibald Morrow, his heirs, executors and assigns; that it is the intention of the Society and the Corporation that the lands be used in perpetuity in accordance with the agreement; that the property is the only asset of the trust; that it is desirable that the trust be dissolved and the trustees relieved of their obligations subsequent to the conveyance of the property to the Corporation;

Preamble

1954, c. 123

that the Corporation has been authorized by the Society and the trustees to bring an application for private legislation to authorize the entering of the agreement and to effect the conveyance of the property to the Corporation and to provide for the dissolution of the trust; and whereas the Corporation hereby applies for special legislation for such purposes; and whereas it is expedient to grant the application;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

Interpretation

1. In this Act,

- (a) "agreement" means the agreement between the trustees of the Park, the Society and the Corporation dated the 15th day of August, 1983, as set out in Schedule A hereto;
- (b) "Corporation" means The Corporation of the City of Peterborough;
- (c) "Park" means R. A. Morrow Memorial Park in the City of Peterborough as described in Schedule A to the agreement;
- (d) "Society" means The Peterborough Agricultural Society;
- (e) "trust deed" means the instrument registered as instrument number 10420 in the land registry office for the Registry Division of the County of Peterborough, as set out in Schedule B hereto;
- (f) "trustees" means the trustees of the Park.

Parties
authorized
to enter and
perform
agreement

2. Notwithstanding any general or special Act nor any terms or conditions set out in the trust deed, the trustees, the Society and the Corporation shall be deemed to have and since the 15th day of August, 1983 to have had the power to enter into and perform the agreement.

Conveyance
of Park

3. The Park is hereby vested in the Corporation in fee simple free from all rights, trusts, interests and limitations and restrictive covenants but subject to,

- (a) the reservations, limitations, provisoes and conditions expressed in the original grant thereof from the Crown;

- (b) the mutual covenants and agreements and the terms and conditions set out in the agreement.

4.—(1) The Society and the Corporation may from time to time amend the agreement. Amendments to agreement

(2) An amendment to the agreement shall not release the Corporation from its obligation under the agreement to use the Park for park and recreation purposes. Exception

5.—(1) The agreement, as amended from time to time, shall be deemed to run with the land and shall bind the Society, the Corporation and their successors in title. Binding effect of agreement

(2) The Corporation shall cause a copy of this Act and the agreement to be registered in the proper land registry office within sixty days of the day this Act comes into force. Registration of agreement

(3) The Corporation shall cause a copy of every amendment to the agreement to be registered in the proper land registry office within sixty days of its execution by the Society and the Corporation. Registration of amendments

6.—(1) The trustees may apply to the local judge of the Supreme Court for a declaration that the trust is dissolved. Dissolution of trust

(2) In an application under subsection (1) the local judge shall consider any question arising in the course of the proceedings, including the settlement and passing of accounts of the trust, and may settle and decide any question or claim incidental to the winding-up and dissolution of the trust, except the conveyance of the Park to the Corporation and any terms of the attached agreement. Idem

(3) In the case of a contest, the local judge may decide any question or claim on the evidence, or may direct any mode of investigation that he or she considers expedient and may defer the granting of the declaration of dissolution of the trust until all questions and claims are decided. Idem

(4) The local judge shall declare the R. A. Morrow Memorial Park Trust dissolved when he is satisfied that all matters incidental to the dissolution of the trust have been decided. Idem

7. Notwithstanding any other provision of this Act, if the Corporation ceases to use the Park for park and recreation purposes, the Corporation shall be deemed at that time to have acquired the land as trustee subject to the trusts set out in the trust deed, as if the Corporation had originally been Revival of trust

named in the trust deed as the trustee in the place and stead of the grantees named therein.

Commence-
ment

8. This Act comes into force on the day it receives Royal Assent.

Short title

9. The short title of this Act is the *City of Peterborough Act, 1984*.

Schedule A

THIS AGREEMENT MADE THIS 15TH DAY OF AUGUST, 1983.

BETWEEN:

HERBERT IAN BRADBURN, and
WILLIAM ROSS THOMPSON, and
WILLIAM MAXWELL COMSTOCK, and
HUGH FRANKLIN WADDELL, all
being the TRUSTEES of the
R.A. MORROW MEMORIAL PARK
(hereinafter referred to as "The Trustees")

—and—

THE PETERBOROUGH AGRICULTURAL SOCIETY
(hereinafter referred to as "The Agricultural Society")

—and—

THE CORPORATION OF THE CITY OF PETERBOROUGH,
(hereinafter referred to as "The City")

WHEREAS by Deed dated the Third day of January, 1938, and registered in the Registry Office for the Registry Division of the County of Peterborough on the Fifteenth day of January, 1938, as Instrument Number 10420 for the Township of North Monaghan, the lands now situate in the City of Peterborough and composed of Park Lots Numbers 18, 19 and 20 in Township Lot Number 14 in the 11th Concession of the Township of North Monaghan were conveyed to certain Trustees and their successors, upon the Trusts and terms expressed in the said Deed;

AND WHEREAS the Trustees named herein are the successors in office and have been entrusted by powers of appointment to carry out the terms of the said Trust;

AND FURTHER WHEREAS part of the said property was conveyed to The Corporation of the City of Peterborough by the said Trustees and with the consent of The Peterborough Industrial Society upon the terms and conditions expressed in a Deed made the Ninth day of November, 1956, and registered on the Ninth day of May, 1958 in the Land Registry Division of Peterborough as Instrument Number 89185, in accordance with the provisions of *The City of Peterborough Act 1954 (Number 2)*;

AND WHEREAS the Peterborough Agricultural Society is the successor of the Peterborough Industrial Society in accordance with *The Agricultural Societies Act* of the Province of Ontario, as amended from time to time;

AND FURTHER WHEREAS the Peterborough Agricultural Society and its predecessor, the Peterborough Industrial Society received the benefit of the use of the said property upon the terms and conditions expressed in the said Deed being Instrument Number 10420;

AND WHEREAS the Agricultural Society and the City have requested the Trustees to enter into this Agreement in order that the property may be used in the manner herein provided for and for the greater benefit of the citizens of the City and County of Peterborough.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out the parties agree as follows:

DEFINITIONS

1. In this Agreement:

- (a) "The City" means the Corporation of the City of Peterborough;
- (b) "The Trustees" refers to the Trustees, from time to time, duly appointed to carry out the provisions expressed in the Trust Deed being Instrument Number 10420 as registered in the Land Registry Division of the County of Peterborough;
- (c) "The Agricultural Society" means the Peterborough Agricultural Society as organized and constituted pursuant to *The Agricultural Societies Act*, R.S.O. 1980, Chapter 14, and predecessors or successors of the said Act.
- (d) "The land" shall mean that land described in Schedule "A" to this Agreement.
- (e) "the property" shall mean and include the land described in Schedule "A" as annexed hereto and all buildings, fixtures, and chattels affixed to the land,
- (f) "City Engineer" means the Engineer for the time being of the Corporation of the City of Peterborough,
- (g) "services" or "facilities" includes sewers, grading, drainage works, roads, curbs, sodding, landscaping, sidewalks, walkways, fencing and other works required to be provided pursuant to this Agreement,
- (h) where the context permits, words importing the singular number or the masculine or neuter gender also include more persons, parties or things of the said kind than one, and females as well as males,
- (i) "specifications" means any and all specifications, plans or drawings at any time furnished for the carrying out of this Agreement including any and all plans, and terms expressed therein, which are attached to this agreement.

PART I

CONVEYANCE AND VESTING OF THE PROPERTY

2. The parties hereby agree that the property shall be conveyed to, and vested in, the City in accordance with the terms and conditions expressed herein. The property shall be under the exclusive control of the City subsequent to the conveyance of the property, subject to the continuing rights of the Agricultural Society outlined herein and subject to the condition that it be used for park and recreation purposes.

PERFECTING THE CONVEYANCE

3. The parties agree to take and do all requisite acts to perfect the said conveyance of the property and to execute all instruments or documents to implement the said conveyance. The parties hereby grant their consent to the City of Peterborough to make application to the Legislative Assembly of Ontario in order to pass legislation that shall:
 - (a) empower to the Trustees to convey the said property to the City, subject to any rights and reservations in the Crown, and
 - (b) absolve the Trustees and the Agricultural Society from any and all liability arising by virtue of the said conveyance and provide adequate protection thereto.

The application and all expenses and costs thereto shall be the responsibility of the City.

TRUSTEES CONSENT CONDITIONAL

4. The consent of the Trustees to perfect the conveyance of the property is conditional upon the passage of the said legislation specified in Paragraph 3 to this Agreement.

PART II

IMPROVEMENTS TO THE PROPERTY

5. The parties agree and acknowledge that the City may implement a program of rehabilitation and improvement in reference to the said property in accordance with the specifications and conditions hereinafter set out in this Agreement.

CITY TO SUPPLY LABOUR, SERVICES, AND MATERIAL

6. The City shall at its expense (except as otherwise specifically provided) provide all and every kind of labour, superintendence, management, materials and all other services for the due execution and completion of all and every of the works or undertakings referred to in this Agreement.

EXISTING FACILITIES

7. The Plan attached hereto and marked as Schedule "B" to this Agreement outlines the existing facilities on the land.
- 7A. The Society shall have the right, at their expense, to erect and maintain two signs for year round display for the purpose of

advertising the Peterborough Exhibition at mutually acceptable locations.

SITE PLAN

8. The parties agree to the development of the property in accordance with the Site Plan attached hereto and marked as Schedule "C" to this Agreement. Minor alterations to the Plan may be made at the discretion of the City Engineer. Any alteration which would result in an area change of a building or facility shall require the consent of the Agricultural Society.

IMPLEMENTATION OF THE SITE PLAN

9. The City shall develop the property in accordance with the Site Plan and provide all site features, facilities, and services as shown pursuant to the plan.

CONDITIONS OF DEVELOPMENT

10. The following terms and conditions shall govern the development of the said lands:
 - (a) the entrance gate to R.A. Morrow Memorial Park shall be retained and maintained by the City;
 - (b) the fountain situate on the property shall be retained, and, if moved, then relocated to another part of the property. The Agricultural Society is to approve of any relocation of the fountain.
 - (c) if the City erects a building with a minimum floor area as specified in Paragraphs 10 (e), (g) & (h), which would include ties for 240 animals, a judging pavilion, washrooms and wash racks, the City would be at liberty to demolish or remove the following buildings as identified on Schedule "B":

LIST OF BUILDINGS TO BE DEMOLISHED OR REMOVED		
Building #4	120' x 32' =	3840 sq. ft.
" #5	120' x 32' =	3840 sq. ft.
" #6	100' x 60' =	6000 sq. ft.
" #7	135' x 32' =	4320 sq. ft.
" #8	94' x 39' =	3666 sq. ft.
" #9	155' x 39' =	6045 sq. ft.
" #10	120' x 39' =	4680 sq. ft.
" #11	125' x 25' =	3125 sq. ft.
" #12	200' x 25' =	5000 sq. ft.
Total Area =		40,516 sq. ft.
Approximately		

- (d) The buildings shown as #2 and #3 on the said Plan may also be removed on the condition that building #6 (the existing judging pavilion, being approximately 100' x 60') is relocated to the southside of the Drill Hall and retained for use by the Agricultural Society. This work shall not be undertaken prior to August 1, 1983 unless Building #6 can be relocated and appropriately placed in its new location with a new concrete floor completed prior to the commencement of the 1983 Exhibition. This undertaking may commence after November 1, 1983 at the discretion of the City.

DESIGN OF NEW BUILDING

- (e) The design and appropriate specifications of a new building shall be subject to the review and approval of a duly appointed Committee specified by The Agricultural Society and appropriate representatives named by the City of Peterborough. The said Committee and City representatives shall approve of the design and specifications for the said building no later than July 29th, 1983.

The new building shall include ties for two hundred and forty (240) animals and appropriately accommodate such animals. It shall be capable of having a judging pavillion and shall have appropriate washrooms and wash racks to serve users of the facility. The building shall have a minimum floor area of twenty-one thousand, six hundred (21,600) square feet exclusive of washrooms.

A livestock unloading platform will be located as specified by Society representatives on the Building Committee. The firm of Lawrence W. Argue and Associates, Consulting Engineers, shall provide appropriate consulting service in regard to the design of the new building. The cost to retain the said Consulting Engineers shall be borne equally by the City and the Society.

CONSTRUCTION OF THE NEW BUILDING

- (f) The conduct of the work and construction of the new building shall be managed by the City, subject to the appropriate direction of the Consulting Engineers. The City shall provide all labour and materials for the construction of the new building, with the exception of the portable stalls which shall be provided at the expense of the Agricultural Society. The City shall provide the labour for the construction and installation of the portable stalls. The materials to be utilized for the construction of the stalls shall be selected at the option of the Agricultural Society.

NEW BUILDING—INCREASE IN SIZE

- (g) It is agreed that at the option of the Society if the Agricultural Society should require additional floor space for the new building, as contracted for by the City, the said Society shall provide notice of its request for more space to the City Engineer and Consulting Engineers no later than fourteen (14) days after the City has accepted the tender for the construction of the new building. The plans for the construction of the new building shall be altered accordingly, and all costs and expenses in excess of \$364,000.00 in relation to the provision of the additional space shall be borne by the Agricultural Society.

Notwithstanding any other provision in this Agreement, the prospective liability of the City in relation to the construction of a new building is recognized by all parties to be limited to \$364,000.00.

- (h) The City shall tender for the construction of the new building and the tender shall allow for the following:
 - (a) the projected cost for the construction of the 21,600 square foot building.

- (b) the projected cost, for the construction of a building of 23,763 square feet (90 feet x 264 feet).

The City agrees and warrants that it shall construct the 23,763 square foot building if the projected cost for such construction does not exceed \$364,000.

SCHEDULE FOR DEMOLITION OF EXISTING BUILDINGS

- (i) No buildings presently on the site shall be demolished or moved by the City until the plans and specifications of any new building to be constructed by the City have been approved by the Consulting Engineers, the Committee appointed by the Agricultural Society and the representatives of the City.

EXECUTION OF WORK DIRECTED BY THE CITY ENGINEER

11. (a) The work shall be commenced, carried on and undertaken to completion by the City, in all its several parts, in such a manner and at such points and places as the City Engineer shall from time to time direct, and to his satisfaction and pursuant to his control and supervision, but always according to the provisions of this contract, and if no direction is given by the City Engineer, then in a careful, prompt, and workman-like manner.

CONSULTING ENGINEER SOLE JUDGE OF WORK AND MATERIAL

11. (b) The Consulting Engineer retained by the Agricultural Society and the City shall be the sole judge of the work and material in respect to quality and quantity, and the said decision of the Engineer on all questions in dispute with regard thereto, as to the meaning or interpretation of the plans, drawings and specifications, shall be final, and no work under this Agreement shall be deemed to have been performed, nor materials or things provided, unless and until the Consulting Engineer is satisfied therewith, as evidenced by this Certificate in writing.

(c) SITE SECURITY

The City shall provide adequate security to the property during construction.

(d) DAMAGE TO PERSONS OR PROPERTY

The City, its agents and all workmen and persons employed by it, or under its control, shall use due care that no person or property is injured and that no rights are infringed in the undertaking of the work, and the City shall be solely responsible for all damages, by whomsoever claimable, in respect of the death of any persons and in respect of any injury to person or to lands, buildings, structures, fences, trees, crops, roads, shops, or property of whatever description, and in respect of any infringement of any right, privilege or easement whatsoever, occasioned in the carrying on of the work or any part thereof, or by any neglect, misfeasance or non-feasance by the City or by any of its agents, workmen or persons employed by it or under its control, and shall at its own expense make such temporary provisions as may be necessary

to ensure the avoidance of any such death, damage, injury or infringement, and to prevent the interruption of, or any danger to the traffic on any public or private road, and to secure to all persons and corporations the un-interrupted enjoyment of all their rights in and during the performance of the said work; and the City shall indemnify and save harmless the Agricultural Society and the Trustees from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by, or attributable to any such death, damage, injury or infringement.

(e) MECHANIC'S LIENS

The City shall not suffer nor permit any lien under the *Mechanics' Lien Act*, *The Construction Lien Act*, nor any like statute to be filed or registered against the lands, the buildings or any fixtures or improvements on the lands, by reason of work, labour, services or materials supplied or claimed to have been supplied to the property. If any such lien shall at any time be filed or registered the City shall procure registration of its discharge within twenty (20) days after the lien has come to the notice or knowledge of the City, PROVIDED, however, that should the City desire to contest in good faith the amount or validity of any lien and shall have so notified the Trustees and Agricultural Society, and if the City shall have deposited with the Trustees or paid into Court to the credit of any lien action, the amount of the lien claimed plus a reasonable amount for costs, then the City may defer payment of such lien claim for a period of time sufficient to enable the City to contest the claim with due diligence, provided always that neither the lands nor the buildings nor any part thereof shall thereby become liable for forfeiture or sale. Nothing herein contained shall authorize the City to subject the property to any lien.

(f) RISK

The City shall notify the Agricultural Society of any demolition or alteration to the buildings and the Agricultural Society shall notify its insurers accordingly and provide instructions in reference to the material change in circumstances.

The City shall provide adequate public liability coverage for all claims that may be made arising out of the works and undertakings on the property.

The City shall, at its sole expense, provide adequate coverage in reference to the land and buildings subsequent to the conveyance of the property to the City.

OTHER BUILDINGS ON SITE

12. Building #13 shall be extended by the City at its expense and such extension shall not be less than 60 feet in length (and not less than the existing width) together with wooden stalls similar to those presently in place. (Such stalls may be taken from demolished buildings). The Building shall be extended to the East in accordance with the attached Site Plan. The City is at liberty to specify the materials to be utilized in such expansion.

GUARANTEE

13. The City warrants that if any of the buildings are demolished or removed by the City or its agents pursuant to this agreement, then the new building shall be constructed as a replacement even if the property is not conveyed to the City. All improvements will enure to the benefit of the Trustees and the Agricultural Society pursuant to the Trust, free and clear of all claims by the City or any other person.

PART III

USE OF THE PROPERTY

NAME

14. The name "R.A. Morrow Memorial Park" shall be retained for the property, which property as described in Schedule "A" shall be retained by the City for all time en bloc and shall be used by the City for parks and recreational purposes for the benefits of the inhabitants of the City and County of Peterborough, subject only to the continuing rights of The Peterborough Agricultural Society outlined herein.

AGRICULTURAL SOCIETY OFFICE BUILDING

15. (a) The existing Agricultural Society office building shall be retained for the exclusive use of the Agricultural Society. The Society shall provide adequate insurance coverage in regard to the use of this building and its contents at its expense. The Agricultural Society shall not do nor permit to be done any act or thing which may make void or voidable any insurance upon the building or which may cause any increase or additional premium to be payable for any insurance on the building paid by the City.

The Agricultural Society shall keep the premises in a clean and wholesome condition in conjunction with maintenance services provided by the City.

- (b) If it is ever proposed by the City the said building be demolished or removed from the land, then the City shall provide to the Agricultural Society satisfactory office space of identical square footage area to be made available within R.A. Morrow Memorial Park. Any change in the status of the existing building is subject to approval of the Agricultural Society.

MEMORIAL CENTRE

16. The Agricultural Society and the "Board of Trustees of the Peterborough Memorial Centre" shall agree to the use of the Memorial Centre in accordance with the provisions of the prevailing Agreement, By-laws, and Provincial legislation.

EXHIBITION

17. The City shall grant to the Agricultural Society the free use of the grounds and buildings for the purpose of operating an Exhibition upon the following terms:

- (a) the Agricultural Society shall have complete use of the grounds and buildings for the Exhibition week (7 full days) and shall be entitled to the receipt of all revenues from the said Exhibition and shall pay all expenses for the operation of the same.
- (b) The Agricultural Society shall be at liberty to enter into possession of the buildings fourteen (14) days prior to the commencement of the Exhibition in order to prepare for the said Exhibition.
- (c) The Agricultural Society shall vacate the property and buildings and clear the property of all garbage and debris following the Exhibition and shall be allowed sufficient time to implement the appropriate clearing and cleaning of the site. The expense for such clean-up shall be borne by the Agricultural Society.
- (d) The Agricultural Society shall indemnify the City for all claims, demands, and liens arising out of the operation of the Exhibition that may be made against the City, or in any manner infringe on the City's quiet enjoyment of the property.
- (e) The Agricultural Society shall obtain appropriate Insurance coverage to protect against all risks arising from the conduct and operation of the said Exhibition and shall provide the City Clerk with a copy of the said Insurance policy.
- (f) The Agricultural Society shall notify the City Clerk of the date for the commencement of the Exhibition no later than December 31 of the preceeding year in which the Exhibition is to be held.

USE DURING THE YEAR

- 18. (a) The City shall provide at the discretion of the Peterborough Agricultural Society free use of the multi purpose building, horse barns, grandstand, plus adequate parking, as outlined in Schedule "C" dated August 15th, for at least 30 days in each calendar year and the Society shall be entitled to receipt of all revenues derived therefrom. The said thirty (30) days does not include the use of the property for the two weeks prior, and one week during, the operation of the Exhibition.
- (b) The City agrees to the use of the property by the Agricultural Society at scheduled times. The Agricultural Society shall provide the City with reasonable notice of its intent to use the lands as specified in Paragraph 18 (a), which, for the purposes of this Agreement, is deemed to be thirty (30) days, save and except the use of the Grandstand by the Agricultural Society which must be scheduled with the City at least six months in advance of its use by the Society.

STORAGE

- 19. The City shall make available to the Agricultural Society at least 4,000 square feet of space for the storage of equipment and material on the property.

FARMERS' MARKET

20. The operation, management, and control of the Farmers Market presently operating on the property shall be subject to all rights and obligations as specified in an Agreement made between the City and The Peterborough Farmers' Market Association Inc., a non-share corporation, incorporated pursuant to the laws of the Province of Ontario.

PARKING DURING THE EXHIBITION

21. The City shall provide suitable parking for the Exhibition parking requirements, which, for the purposes of this Agreement, shall obligate the City to provide both on-site (the attached Site Plan indicates the boundaries of permitted on-site parking) and off-site parking at the Brinton Carpet field as it presently exists. In the event that the Brinton Carpet field is sold, the City must provide equal alternative parking at a location that is acceptable to the Society. The revenue derived from parking during the Exhibition shall belong to the Society. The Agricultural Society shall be responsible for the control, security and clean-up of the Brinton Carpet field in reference to off-site Exhibition Parking.

CLOSING OF GEORGE STREET

22. Pursuant to the provisions of the *Municipal Act*, the City shall take appropriate steps to close George Street or that portion of the roadway within the boundaries of Morrow Park for the duration of the Exhibition plus three additional days during each calendar year. The Society shall provide the City with reasonable notice as to when the closing is to be undertaken and shall allow access on the roadway of at least twenty feet in width for fire protection purposes pursuant to The Ontario Fire Code and the applicable regulations.

ADMINISTRATION OF THE PARK

23. (a) Subsequent to the conveyance of the property to the City, the care and management of the property shall be the sole and exclusive responsibility of the City. All revenues derived from the use of the property, its services and facilities shall (except in regard to the operation of the Exhibition and use made by the Society as expressed in Paragraphs #17 & #18) enure to the benefit of the City. The City shall maintain the lands and buildings on the property.
- (b) Two members of the Agricultural Society shall be appointed to the Board of Trustees of the Peterborough Memorial Centre in accordance with the prevailing agreement, by-laws and Provincial legislation.

PERSONNEL

24. The Corporation of the City of Peterborough agrees to employ Webb Cunningham. The conditions of employment shall be as follows:
 - (i) he shall be employed by the City on an annual basis as a temporary employee and shall be so employed from the 1st day of April, until the 30th day of November, in each year, with the exception of the Exhibition period (see Item iv);

- (ii) he shall be paid the rate for temporary employees and receive the benefits of such employees, as specified in accordance with the Collective Agreement between The Corporation of the City of Peterborough, The Board of Park Management of the City of Peterborough and The Canadian Union of Public Employees and its Local 504, (The Peterborough Civic Employees Union), as amended, and his employment may be terminated, altered, or amended in accordance with the Collective Agreement;
- (iii) he shall work an average of forty (40) hours per week throughout his employment period, but may be assigned overtime work as directed by his Supervisor and in accordance with the Collective Agreement;
- (iv) he shall be employed by the Agricultural Society for two weeks prior and the week of the Exhibition and the three (3) days cleaning period thereafter upon the terms and conditions as agreed by Mr. Cunningham and the Agricultural Society;
- (v) Mr. Cunningham may work for and on behalf of the Agricultural Society at any time, subject to the condition that such employment does not conflict with his hours of employment for the City.

ACKNOWLEDGEMENT—FINANCIAL ASSISTANCE

25. The Agricultural Society and the City shall co-operate in any attempts to obtain grants and other financial support in reference to the maintenance and improvement of the buildings and property.

NOTICE PROVISION

26. Notice shall be deemed to be effected upon the parties for the purposes of this Agreement if such notice is given in writing and served upon the persons or parties specified herein:
- (a) The Corporation of the City of Peterborough
—By personal service on the City Clerk, 500 George Street North, City of Peterborough or, at the designated City Hall for the Corporation of the City of Peterborough (if different than 500 George Street North);
 - (b) The Agricultural Society
—By personal service on the presiding President of the Agricultural Society;
 - (c) The Trustees of R.A. Morrow Memorial Park
—By personal service on any one of the appointed Trustees.

ARBITRATION PROVISION

27. Any disagreement arising between the parties in relation to the interpretation or application of this Agreement, or any of its provisions, shall be referred to a single arbitrator if the City and Agricultural Society agree, in writing, upon one within ten (10) days after the date on which the disagreement arises; otherwise to the arbitration of three persons, one to be appointed by each

of the parties hereto and the third to be chosen by the two so appointed. If either of the parties being the City and Agricultural Society fails to appoint an arbitrator within fifteen (15) days after the one party has appointed an arbitrator and has notified the other party, in writing, of its appointment and of the matter of disagreement to be dealt with, the decision of the arbitrator appointed by the first of such parties shall be final and binding on both of the parties hereto. If the two arbitrators appointed by or for the parties hereto fail to agree upon the third arbitrator within five (5) days after the appointment of the second of the two arbitrators, either party hereto may apply on fifteen (15) days written notice given to the other party to the Senior Judge of the County Court of the County of Peterborough to appoint such third arbitrator. If any arbitrator appointed refuses to act or is incapable of acting or dies, a substitute for him may be appointed in the manner hereinbefore provided. The decision of the three arbitrators or the majority of them or of the single arbitrator, as the case may be, shall be final and binding upon the parties hereto. All costs and expenses of any such arbitration shall be borne by the parties hereto as the arbitrators direct.

Notice of the hearing to determine the matter in dispute shall be provided, in writing, to both parties by the Arbitrator (or by the third appointed Arbitrator, where the Arbitration is to be disposed of by three Arbitrators).

28. SUCCESSORS & ASSIGNS & NEW APPOINTMENTS

This agreement shall enure to the benefit and be binding upon the parties hereto and their respective successors, including any new representatives made pursuant to any power expressed by Indenture, Trust, or statute.

IN WITNESS WHEREOF the parties have executed this Agreement under their respective corporate seals, as the case may be, and under the hands of their proper signing officers duly authorized in that behalf.

DATED at Peterborough, this 14th day of September, 1983.

) THE CORPORATION OF THE
) CITY OF PETERBOROUGH
)
) MAYOR
)
) CLERK
)
)

[Signatures Omitted]

DATED at Peterborough, this 15th day of November, 1983.

In the Presence of:

) THE TRUSTEES OF R.A. MORROW
) MEMORIAL PARK
)

[Signatures Omitted]

DATED at Peterborough, this 21st day of September, 1983.

In the Presence of:

) THE PETERBOROUGH
) AGRICULTURAL SOCIETY
)
)

[Signatures Omitted]

[Affidavits Omitted]

SCHEDULES

Schedule A — Description of the Property

Schedule B — Identification of Buildings on Site

[Omitted]

Schedule C — Site Plan for Development of The Property

[Omitted]

DESCRIPTION OF THE PROPERTY

SCHEDULE "A"

[To the agreement]

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being part of Park Lots Eighteen, Nineteen and Twenty, in Lot Fourteen (14), Concession 11, formerly in the Township of North Monaghan, now City of Peterborough, County of Peterborough, more particularly described as Parts 1, 2, 3, 4, 5 and 6 on Reference Plan deposited at the Registry Office for the Registry Division of Peterborough (No. 45) on the 6th day of April, 1983, as Number 45R-4709.

SCHEDULE B

THIS INDENTURE made in duplicate the third day of January A.D. 1938

IN PURSUANCE OF THE SHORT FORMS OF CONVEYANCES ACT
BETWEEN:

HAROLD ARCHIBALD MORROW of the Township of North Monaghan in the County of Peterborough, Esquire

(hereinafter called the GRANTOR)

OF THE FIRST PART

—and—

ROLAND MAXWELL GLOVER of the City of Peterborough in the said County of Peterborough, Esquire, ROLAND DENNE of the same place, Merchant, WILLIAM J. THOMPSON of the same place, Insurance Agent, FRANK LINDSAY BRADBURN of the said Township of North Monaghan, Esquire, and the said HAROLD ARCHIBALD MORROW

(hereinafter called the GRANTEES)

OF THE SECOND PART

—and—

DORA MARY MORROW the wife of the said Grantor

OF THE THIRD PART

WHEREAS the late Robert Archibald Morrow the then owner of the lands hereinafter described in his lifetime leased the same to the Peterborough Industrial Society an agricultural society under the *Agricultural Societies Act* of the Province of Ontario for the purpose of an exhibition grounds for the said society and for the general purposes of the said Society as an Agricultural Society under the said Act and it was the desire of the said Robert Archibald Morrow that so long as the said Peterborough Industrial Society continued in existence as such Agricultural Society and required the said lands for the purposes of such or similar annual exhibitions as have heretofore been held on the said lands that the said Peterborough Industrial Society should have the continued use of the said lands for the said purposes

AND WHEREAS the Grantor is a son of the said the late Robert Archibald Morrow and is the present owner of the said lands and desires to comply with the intention of his father and in order to carry the same out has decided to convey the said lands to the Grantees to be held by them and the survivors of them appointed as hereinafter provided upon the trusts hereinafter set forth.

NOW THIS INDENTURE THEREFORE WITNESSETH that in pursuance of the premises and the sum of ONE DOLLAR of lawful money of Canada now paid by the said Grantees to the said Grantor (the receipt whereof is hereby by him acknowledged) the said Grantor DOTH GRANT unto the Grantees in fee simple

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Township of North Monaghan in the County of Peterborough and Province of Ontario containing by admeasurement twenty eight acres be the same more or less and being composed of park lots numbers EIGHTEEN, NINETEEN and TWENTY in Township lot number Fourteen in the eleventh concession of the said Township of North Monaghan

TO HAVE AND TO HOLD unto the said Grantees and their successors as trustees upon the trusts and terms hereinafter set forth SUBJECT NEVERTHELESS to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown

AND the said Grantor RELEASES to the said Grantees all his claims upon the said lands subject to the provisions and conditions herein contained. The said lands are to be known as the R.A. MORROW MEMORIAL PARK and shall be held and used by the said Grantees and their successors upon the following trusts namely:

1. To maintain the same en bloc
2. To permit the Peterborough Industrial Society so long as the said Peterborough Industrial Society is an Agricultural Society within the meaning of the said description in the *Agricultural Societies Act* of the Province of Ontario or such other Act as may be substituted therefor or uses and desires to use the said lands for substantially the purposes for which they

have heretofore been used to the effect that the said lands may be so used in a manner calculated to be a benefit to the Agricultural and Industrial Community of the County of Peterborough in particular and generally a benefit to the remainder of the said Community or in the event of the said Peterborough Industrial Society ceasing to be a Society under the said Act and not using the said lands for the purposes hereinbefore set forth or in the event of the said Society not complying with the terms herein contained to permit such other society or association as may be substituted for the said Peterborough Industrial Society and in the opinion of the said Trustees will use the said lands for the purposes of the display of agricultural and industrial products and other purposes which may be considered a benefit to the agricultural and industrial community of the County of Peterborough to use the same for the purposes for which they have heretofore been used and for the annual display of agricultural and industrial products and such other purposes as are calculated to prove a benefit to the agricultural and industrial and general community of the County of Peterborough on payment by way of a yearly rental by the said Peterborough Industrial Society or such other Society or association as may use the same under the terms hereof of the sum of Two Hundred Dollars payable in advance on the first day of January in each year and all taxes and other rates with which the said lands may be charged including local improvements and subject to the condition that the occupants shall keep all buildings, fences or other erections on the said lands in a good state of repair as determined by the trustees, paying all costs of maintenance, and will keep the buildings on the said lands insured for their full insurable value or such less sum as may be determined by the Trustees and in such Companies as they may direct with loss payable to the said Trustees

3. The Trustees may, however, from time to time permit the said Peterborough Industrial Society to rent the said lands from time to time for periods not exceeding fourteen days for such shows and exhibitions as the Trustees may approve of and all revenue derived from such renting or letting shall be the property of the said Peterborough Industrial Society for the purposes of the said Society

4. In the event that the said lands shall cease to be used by the said Peterborough Industrial Society or a succeeding Society in accordance with the terms hereof or for the purposes mentioned herein if the Council of the City of Peterborough will undertake to preserve, maintain and beautify the said lands and permit the same to be used as a public park the said City of Peterborough paying all taxes including local improvements with which the said lands may be rated or assessed then to hold the said lands as a public park for the benefit of the inhabitants of the City of Peterborough or such others as the Council of the City of Peterborough may think proper

5. In the event of the said lands ceasing to be used by the Peterborough Industrial Society or for the purposes for which the said Society is permitted herein to use the same and the City of Peterborough being unwilling to undertake the care, maintenance, management or expense of the said lands as herein provided or being willing to undertake the same as to part only or the said City of Peterborough failing to carry out the terms of any agreement made between the Trustees and the said City of Peterborough in respect of such lands as hereinbefore provided then to hold the said lands upon trust for the Grantor his heirs, executors, administrators and assigns

AND IT IS HEREBY DECLARED that in the event of any of the Trustees or any Trustee appointed under the provisions hereof dying or resigning, or becoming through mental or physical infirmity incapable of acting or removing out of the County of Peterborough or failing to attend meetings of the Trustees for such period not less than one year as shall in the opinion of his co-trustees expressed by a two thirds vote of his said co-

trustees render it inexpedient for him to remain a trustee, the Grantor in his lifetime and the surviving or continuing trustees after the decease of the Grantor shall appoint a successor to such trustee, every such new appointment to be made by deed, and that thereupon such new trustee shall with the surviving and continuing trustees be a trustee of the said lands and premises upon the terms and trusts herein set out

AND IT IS FURTHER DECLARED that the said trustees shall hold all monies received from the rental of the said lands upon the following trusts: to pay all legal and other incidental expenses in connection with the formation and establishment and the carrying on of the said trust and to pay to one of the trustees for services in keeping the books and accounts relative to the trust estate and calling meetings of the said trustees and acting as Secretary in regard to the trust a sum not exceeding Fifty Dollars per annum and in event of all the said monies not being required for the said purposes to accumulate a fund not exceeding One Thousand Dollars and to use all monies over and above the said sum of One Thousand Dollars and not required for the aforesaid purposes for the maintenance and improvement of the buildings on the said lands: AND in event of any monies being received by the trustees under the fire insurance policies on the buildings on the said lands the monies so received shall be applied by them to rebuild the buildings damaged or destroyed as directed by the Peterborough Industrial Society if the said lands are then occupied by them and otherwise the same shall be used for the protection or improvement of the trust estate as to the said trustees may seem best. The said trustees shall keep a proper book or books of account showing all monies received and disbursed by them, a book or books of minutes showing correctly all minutes of their meetings, resolutions passed or proceedings taken thereat

AND the said trustees are hereby empowered with the approval of the grantor during his lifetime and afterwards at their own discretion to make such rules and regulations and provisions for the control and management of said lands as may be deemed advisable but no such rule or regulation shall in anywise alter or invalidate the terms of the trusts herein contained

A Trustee shall not be responsible for the failure of any investment or security made or taken by the Trustees or for anything done or omitted to be done in connection with the trust estate except for his own acts and to account for any monies coming into his hands and shall not be liable for injury done by others to the said trust premises or to any part thereof

AND the said DORA MARY MORROW the wife of the said Grantor hereby bars her dower in the said lands

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals

SIGNED SEALED AND DELIVERED

in the presence of:

"MARY B. MULHOLLAND"

"H. A. MORROW"
"DORA M. MORROW"

[Affidavits Omitted]